

FRN 2517082



## Pricing and Contract

Prepared For:  
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Alhambra Elem Sch District 68

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## Appendix A: Pricing

Alhambra Elem Sch District 68

District Eligibility: 89%

Service Starts: July 1, 2013

Service Ends: June 30, 2016

February 22, 2013

Pricing Summary			SharpSchool Eligibility *			Estimated District Costs	
<b>SharpSchool Edition</b>	Premium					District Eligibility: 89%	
<b>Hosting</b>	<b>Units</b>	<b>Price</b>	<b>Eligibility</b>	<b>E-Rate Eligible</b>	<b>E-Rate Ineligibl</b>	<b>E-Rate Pays</b>	<b>District Pays</b>
Intranet Web Hosting	0	\$0	97%	\$0	\$0	\$0	\$0
Student Email (Standard)	0	\$0	100%	\$0	\$0	\$0	\$0
Student Email (Premium)	10,000	\$21,400	98%	\$20,972	\$428	\$18,665	\$2,735
<b>Hosting Total (Per Year)</b>		<b>\$21,400</b>		<b>\$20,972</b>	<b>\$428</b>	<b>\$18,665</b>	<b>\$2,735</b>
<b>Professional Services</b>	<b>Units</b>	<b>Price</b>	<b>Eligibility</b>	<b>E-Rate Eligible</b>	<b>E-Rate Ineligibl</b>	<b>E-Rate Pays</b>	<b>District Pays</b>
<b>Training</b>							
Administrator Onsite	0	\$0	0%	\$0	\$0	\$0	\$0
Online	0	\$0	0%	\$0	\$0	\$0	\$0
Graphic Design	0	\$0	0%	\$0	\$0	\$0	\$0
<b>Services Total (One Time)</b>		<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Totals</b>		<b>Price</b>		<b>E-Rate Eligible</b>	<b>E-Rate Ineligibl</b>	<b>E-Rate Pays</b>	<b>District Pays</b>
<b>Total Cost</b>		<b>\$21,400</b>		<b>\$20,972</b>	<b>\$428</b>	<b>\$18,665</b>	<b>\$2,735</b>
<b>Sample Cost Breakdowns after E-Rate</b>			<b>Training Options</b>				
<b>Cost for Entire District</b>			1 Day Onsite				
<b>Per Year</b>			\$1,500				
<b>Per Month</b>			\$2,500				
<b>Cost Per School</b>			3 Days Onsite				
<b>Per Year</b>			\$3,500				
<b>Per Month</b>			Online Training				
			\$350				
			*Travel expenses for onsite are extra				

\* Based on SharpSchool's e-Rate Eligibility for the 2013 e-rate funding year. Rates are subject to change by USAC.

\*\* Based on the applicants e-Rate eligibility discount for the previous funding year if available.

This hosting Agreement (the "Agreement") is entered into between the Internet Service Provider, Intrafinity Inc. o/a SharpSchool, mailing address 20 Richmond Street East, Suite 212, Toronto, ON, M5C 2R9 ("SharpSchool"), and Alhambra Elem Sch District 68 with a principal address of 4510 N 37th Ave, Phoenix, AZ, 85019-3206 (the "Customer"). Therefore, for good and valuable consideration, the sufficiency of which is hereby acknowledged, SharpSchool and the Customer hereby agree to the following:

#### **1. RESOURCES AND SERVICES PROVIDED BY SHARPSCHOOL**

SharpSchool shall provide the Customer with access to SharpSchool technology for Customer web site(s), content control, and hosting for a **period of three years** at the price guaranteed herein unless level of service changes. If the level of service does change, date of agreement will not change, however the pricing may. SharpSchool will notify Customer of any price changes prior to any such increase.

#### **2. SERVICES AND PAYMENT**

SharpSchool shall provide web hosting and/or any other services as consistent with and according to the proposal attached hereto as Appendix A. Customer shall remit full deposit and/or payments consistent with and according to Appendix A. All charges shall be due and payable within 30 days of receipt of invoice thereof. Customer shall pay a late payment charge of 3% per month on any unpaid amount for each calendar month that any payments to SharpSchool are in arrears. Customer is responsible for any and all taxes associated with the services. If the customer wishes to begin installation before July 1, 2013 the Customer will be required to pay a pro-rated cost for the web hosting for the early start.

On or about July 1, 2013, the invoice for the 2013-2014 funding year will be issued. Unless otherwise indicated, Customer will be required to pay the full amount of the invoice within 30 days of receipt thereof and apply to USAC for a reimbursement as per the BEAR (Billed Entity Reimbursement Form) invoicing method. If the Customer wishes to proceed by way of the alternative SPI (Service Provider Invoicing) invoicing method, Customer must indicate as much upon signing of the Agreement, confirm that a Form471 has been filed with USAC under our SPIN, and pay the non-discounted portion of the invoice within 30 days of receipt thereof.

#### **3. TERM AND TERMINATION**

**Term.** This Agreement shall become effective on the date written below and shall remain in full force and effect for a **term of 3 years ("Contract Term")** beginning from the Service Installation Date. This contract allows for multi-year renewal and renews automatically for subsequent one-year terms unless SharpSchool receives written notice from Customer 30 days prior to end of effective Contract Term. If an e-Rate funding request by Customer is not granted by USAC and Customer wishes to terminate this agreement as a result of not receiving the necessary funding the Customer may do so as long as they have notified SharpSchool prior to the Service Installation Date.

**Termination for Cause.** Either party may terminate this Agreement in the event that the other party materially breaches a provision of this Agreement and the other party fails to cure such breach within thirty (30) days after the party provides written notice of such breach to the other party. In the event of a termination, all monies for the remainder of the Contract Term shall become immediately due.

#### **4. INDEMNITY**

Customer shall defend, indemnify and hold harmless SharpSchool from and against any and all claims, actions, proceedings, judgments, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising from or related to: (i) Customer's failure to perform correctly any of Customer's obligations under this Agreement, (ii) failure of any representation by Customer in this Agreement to be entirely true, or (iii) any actions or omissions by Customer in its operation of its site or equipment that lead to any claims against SharpSchool.

#### **5. OWNERSHIP**

All ownership of product and code resides with SharpSchool with exception of any content, copy and/or pictures that were uploaded to the Customer web site by the Customer which will remain that of the Customer's. Customer acknowledges and hereby warrants that it is wholly and solely responsible for all information appearing on the site and that SharpSchool has no responsibility for the accuracy, completeness or legality of Customer's information.

#### **6. LIMITATION OF LIABILITY**

IN NO EVENT SHALL SHARPSCHOOL BE LIABLE TO CUSTOMER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SAME. SHARPSCHOOL'S LIABILITY TO CUSTOMER FOR WEB HOSTING AND/OR OTHER SERVICES RENDERED HEREIN, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE AMOUNTS PAID TO SHARPSCHOOL UNDER THIS AGREEMENT BY CUSTOMER, NOT INCLUDING AMOUNTS FOR REIMBURSEMENTS.

#### **7. GENERAL**

This Agreement and its validity, construction, and performance shall be governed in all respects by the laws of the province of Ontario and exclusive jurisdiction and venue for all matters relating to this Agreement shall be in the province of Ontario. Except as otherwise specifically set forth herein, all notices shall be in writing and shall be forwarded by registered or certified mail, or by overnight express courier requiring signature of the recipient to complete delivery. All notices sent to SharpSchool shall be addressed "Attention: Director."

IN WITNESS WHEREOF, SharpSchool has executed this Agreement as of the date indicated below. Accepted on behalf of SHARPSCHOOL:

By: 

John Carbrey

Title: Chief Technology Officer

Date: February 22, 2013

IN WITNESS WHEREOF, CUSTOMER has executed this Agreement as of the date indicated below. Accepted on behalf of CUSTOMER:

By \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**CONFIRMATION OF CUSTOMER CONTACTS:**

Kindly confirm the contact information for each of the following:

1. PRIMARY CONTACT

Name & Title:
Email:
Phone:

2. BILLING/INVOICING CONTACT

Name & Title:
Email:
Phone:

**SERVICE INSTALLATION DATE**

Service Installation Date : July 1, 2013